

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	36
2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-02-D-12127		3. EFFECTIVE DATE July 11, 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0110058		
5. ISSUED BY CODE FAA, NAS Acquisition Contracting Team (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Management and Engineering Technologies International 8600 Boeing El Paso, TX 79925				8. DELIVERY See Clause F.7 of contract <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT Net 30		
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM BLOCK 12.
11. SHIP TO/MARK FOR CODE FAA/MM Aeronautical Center Mark for: AOS-200 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125		12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304				
13 RESERVED		14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.				
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
Accepted as to CLIN B.1(a) 0000, 0001A(1), 0002A, and 0003A, inclusive, in Part I, Section B, Base Contract Year only. Amendment A001 incorporated herein.						

Estimated

15G. TOTAL AMOUNT OF CONTRACT \$23,630,662.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. x CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the service set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties this contract shall be subject to and governed by the following documents (a) this award/contract, (b) the solicitation, if any, and (c) such provisions representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number <u>DTFA-02-02-R-10058</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Renard U. Johnson, President/CEO		20A. NAME OF CONTRACTING OFFICER PHYLLIS TOWNSLEY	
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)	19C. DATE SIGNED July 3, 2002	20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	20C. DATE SIGNED July 11, 2002

PART I- SECTION BSUPPLIES OR SERVICES AND PRICE/COST

B.1(a) The Contractor shall provide the necessary personnel, facilities and equipment (except as furnished by the FAA), materials (both direct and indirect), and related services, including travel and all support expenses, to perform software and technical support services for the National Airway Systems Engineering Division (AOS-200) in accordance with the terms and conditions, provisions, and attachments of this contract.

CLIN	SUPPLIES/SERVICES	TOTAL ESTIMATED PRICE			
		Quantity	Unit	Unit Price	Amount
0000	TRANSITION: All Contractor efforts associated with transition. (Reference clauses F.1 and H.12) Firm-Fixed Price	1	JOB	XXXX	0
0001	Engineering Services and Support IAW Attachment 1, "Engineering Services and Support". (See H.1 for definitions of Staffing Levels A, B, and C).				
		(A)	(B)	(C)	(D)
		ESTIMATED	O/H	NTE G&A	FEE
		COST	RATE OF	RATE OF	RATE OF
					(E)
					TOTAL (A) - (D)
0001A	BASIC CONTRACT YEAR (1st Year)				
	Staffing Level "A"	\$ 7,157,125			\$ 10,411,911
	Staffing Level "B"	\$ 10,019,975			\$ 14,720,501
	Staffing Level "C"	\$ 12,882,825			\$ 18,881,122
0001B	OPTION I (2nd Year)				
	Staffing Level "A"	\$ 7,622,338			\$ 11,127,955
	Staffing Level "B"	\$ 10,671,273			\$ 15,645,584
	Staffing Level "C"	\$ 13,720,209			\$ 20,077,409
0001C	OPTION II (3rd Year)				
	Staffing Level "A"	\$ 8,117,790			\$ 11,863,499
	Staffing Level "B"	\$ 11,364,906			\$ 16,635,261
	Staffing Level "C"	\$ 14,612,022			\$ 21,370,095
0001D	OPTION III (4th Year)				
	Staffing Level "A"	\$ 8,645,446			\$ 12,632,742
	Staffing Level "B"	\$ 12,103,625			\$ 17,715,246
	Staffing Level "C"	\$ 15,561,804			\$ 22,742,857
0001E	OPTION IV (5th Year)				
	Staffing Level "A"	\$ 9,207,400			\$ 13,439,208
	Staffing Level "B"	\$ 12,890,361			\$ 18,833,903
	Staffing Level "C"	\$ 16,573,321			\$ 24,207,147

Column Notes: (A)--Annual estimated direct labor costs for each staffing level
 (B)--Direct labor overhead (O/H) rate to be applied to corresponding "(A)" estimated cost
 (C)--Not-to-exceed (NTE) G&A rate to be applied to resultant "(A)" and "(B)" total estimated dollar amounts
 (D)--Fee rate (inclusive of base and award fees) to be applied to resultant "(A)", "(B)" and "(C)" total estimated dollar amounts
 (E)--Total estimated dollar amount derived from "(A)", "(B)", "(C)", and "(D)"

SECTION B (continued)

B.1(a) (continued)

CLIN	SUPPLIES/SERVICES	TOTAL ESTIMATED PRICE
0002	Other Direct Costs (ODC) (See "ODC" definition at H.2)	ESTIMATED
0002A	BASIC CONTRACT YEAR (1st year) (Estimated at \$3,000,000 + [REDACTED] fixed handling fee)	\$ [REDACTED]
0002B	OPTION I (2nd Year) (Estimated at \$3,000,000 + [REDACTED] fixed handling fee)	\$ [REDACTED]
0002C	OPTION II (3rd Year) (Estimated at \$3,000,000 + [REDACTED] fixed handling fee)	\$ [REDACTED]
0002D	OPTION III (4th Year) (Estimated at \$3,000,000 + [REDACTED] fixed handling fee)	\$ [REDACTED]
0002E	OPTION IV (5th Year) (Estimated at \$3,000,000 + [REDACTED] fixed handling fee)	\$ [REDACTED]

NOTE: Handling fees on Other Direct Costs will be paid to only one contractor, the prime, at the rates identified in CLINs 0002A - 0002E above.

0003	Subcontracts (See "Subcontracts" definition at H.2)	ESTIMATED
0003A	BASIC CONTRACT YEAR (1st Year) (Estimated at \$1,000,000 + [REDACTED] fixed administration fee)*	\$ [REDACTED]
0003B	OPTION I (2nd Year) (Estimated at \$1,000,000 [REDACTED] fixed administration fee)*	\$ [REDACTED]
0003C	OPTION II (3rd Year) (Estimated at \$1,000,000 [REDACTED] fixed administration fee)*	\$ [REDACTED]
0003D	OPTION III (4th Year) (Estimated at \$1,000,000 [REDACTED] fixed administration fee)*	\$ [REDACTED]
0003E	OPTION IV (5th Year) (Estimated at \$1,000,000 [REDACTED] fixed administration fee)*	\$ [REDACTED]

*Not applicable to teaming contracts

SECTION B (continued)

B.1(b) BILLINGS

(1) DIRECT LABOR shall be billed at actual direct cost. Direct Labor rates shall not exceed the maximum as set forth below:

Contract Manager	@	Per Hour	Computer Support Spec	@	Per Hour
Technical Manager	@	Per Hour	Engineering Technician	@	Per Hour
Elect/Electronics Engineer	@	Per Hour	Electronics Technician	@	Per Hour
Software Engineer	@	Per Hour	Draftsman	@	Per Hour
General Engineer	@	Per Hour	Technical Editor	@	Per Hour
Meteorologist	@	Per Hour	Technical Writer	@	Per Hour
Network Administrator	@	Per Hour	Administrative Analyst	@	Per Hour
Data Base Administrator	@	Per Hour	Word Processor Spec	@	Per Hour
Computer Systems Analyst	@	Per Hour	Secretary	@	Per Hour
Computer Programmer	@	Per Hour			

- NOTES: (A) Annual adjustments (precipitated by exercise of option) to the proposed maximum direct labor rates will correspond to the annual cost-of-living allowance (COLA) for federal employees in this locale.
- (B) Any proposed maximum direct labor rate cited becomes inoperable on the occasion of it being less than that required by the Service Contract Act of 1965 with the incorporation of the respective wage decision upon the annual contract option renewal.
- (C) The FAA reserves the right to approve, on a case by case basis, a higher maximum direct labor rate than the established maximum (i.e., not-to-exceed) when it can be determined necessary in order for the contractor to acquire personnel with the requisite skills for contract performance.

(2) GENERAL AND ADMINISTRATIVE (G&A) EXPENSE shall be applied to direct labor and labor overhead and billed at the following provisional rates:

0001A BASIC CONTRACT YEAR (1st Year)

- (A) Staffing Level "A"
(B) Staffing Level "B"
(C) Staffing Level "C"

@
@
@

0001B OPTION I (2nd Year)

- (A) Staffing Level "A"
(B) Staffing Level "B"
(C) Staffing Level "C"

@
@
@

0001C OPTION II (3rd Year)

- (A) Staffing Level "A"
(B) Staffing Level "B"
(C) Staffing Level "C"

@
@
@

0001D OPTION III (4th Year)

- (A) Staffing Level "A"
(B) Staffing Level "B"
(C) Staffing Level "C"

@
@
@

0001E OPTION IV (5th Year)

- (A) Staffing Level "A"
(B) Staffing Level "B"
(C) Staffing Level "C"

@
@
@

SECTION B (continued)

B.2 PROPOSED MAXIMUM FEE AMOUNTS

(a) The contractor's proposed maximum fee amounts based on CLIN 0001 proposed prices set forth at B.1(a) are as follows:

	MAXIMUM FEE AMOUNT
0001A BASIC CONTRACT YEAR (1st Year)	
(1) Staffing Level "A"	\$ [REDACTED]
(2) Staffing Level "B"	\$ [REDACTED]
(3) Staffing Level "C"	\$ [REDACTED]
0001B OPTION I (2nd Year)	
(1) Staffing Level "A"	\$ [REDACTED]
(2) Staffing Level "B"	\$ [REDACTED]
(3) Staffing Level "C"	\$ [REDACTED]
0001C OPTION II (3rd Year)	
(1) Staffing Level "A"	\$ [REDACTED]
(2) Staffing Level "B"	\$ [REDACTED]
(3) Staffing Level "C"	\$ [REDACTED]
0001D OPTION III (4th Year)	
(1) Staffing Level "A"	\$ [REDACTED]
(2) Staffing Level "B"	\$ [REDACTED]
(3) Staffing Level "C"	\$ [REDACTED]
0001E OPTION IV (5th Year)	
(1) Staffing Level "A"	\$ [REDACTED]
(2) Staffing Level "B"	\$ [REDACTED]
(3) Staffing Level "C"	\$ [REDACTED]

(b) The contractor's proposed maximum fee amounts set forth above, which may subsequently be prorated in accordance with B.3 herein, will be allocated based on a split of 30 % for base fee and 70 % for award fee

SECTION B (continued)

B.3 PRORATED MAXIMUM FEE (Base and Award)

(a) The maximum fee, as set forth below, available to the contractor will be adjusted to a prorated maximum fee for each 6-month rated period. This adjustment will be determined based upon the average number of contract employees on the payroll on the last day of each month during each rated period. The average will be rounded to the nearest whole number utilizing conventional rounding rules.

(b) The prorated maximum fee will become the maximum amount of fee available to the contractor for subject period.

(c) An example of how the maximum fee amount will be determined is as follows:

EXAMPLE**Assumptions:**

- (1) Six month performance period.
- (2) CLIN 0001A(1) performance at Level C providing for a maximum staffing level of 225.
- (3) Base Fee and Award Fee allocated on a split of 30 % base fee and 70 % award fee.
- (4) Maximum Fee at \$1,265,101 (Reference SECTION B - B.1(a)) based on a breakout as follows:

	(A) ESTIMATED COST	(B) O/H RATE OF	(C) NTE G&A RATE OF	(D) FEE RATE OF	TOTAL ESTIMATED PRICE
0001A(1)	\$12,882,825	+ *35.0%	+ *15.0%	+ *8.0%	\$ 21,600,633
*(B) \$ 4,508,989; (C) \$ 2,608,772; (D) \$ 1,600,047 --(Maximum Base Fee @ \$480,014) (Maximum Award Fee @ \$1,120,033)					

Number of employees on the payroll as of Month 1 = 180

Number of employees on the payroll as of Month 2 = 205

Number of employees on the payroll as of Month 3 = 210

Number of employees on the payroll as of Month 4 = 215

Number of employees on the payroll as of Month 5 = 220

Number of employees on the payroll as of Month 6 = 225

1255 = 209 average

Adjustment from Maximum Fee to Prorated Maximum Fee for the first evaluation period (6-month) based on the above assumptions:

$$209/225 \times (1/2 \text{ of } \$1,600,047) = .928 \times \$800,023 = \$742,421.$$

(NOTE: \$742,421 X 30% = \$222,726--Prorated Base Fee

\$742,421 X 70% = \$519,694--Prorated Maximum Award Fee)

B.4 DETERMINATION OF AWARD FEE

(a) The FAA shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the FAA Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly (within 60 calendar days after conclusion of the evaluation period) advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period

SECTION B (continued)

under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the FAA, any self-evaluation which is received within 10 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) Actual performance award fee for an evaluation period will be determined by using the "Award Fee Conversion chart, found at Table 2, Attachment 3.

B.5 PERFORMANCE EVALUATION PLAN

(a) A Performance Evaluation Plan shall be unilaterally established by the FAA based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor concurrent with contract award.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the FAA at any time during the period of performance. Notification of such changes shall be provided to the contractor 10 calendar days prior to the start of the evaluation period to which the change will apply.

B.6 DISTRIBUTION OF AWARD FEE

(a) The total amount of award fee available under this contract will be determined based on the actual staffing level(s) for performing the contract during the evaluated period and in accordance with B.3 to include any options, if exercised.

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the FAA may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the FAA considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the FAA.

(d) The FAA will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

B.7 PAYMENT OF BASE AND AWARD FEE

(a) The Government will make payment of the base fee in monthly increments. The amount payable shall be based on the progress as determined by the Contracting Officer and shall be subject to any withholdings as may be provided for elsewhere in this contract.

(b) Sixty percent of the Potential Award Fee shall be provisionally paid to the contractor in periodic installments based upon the percentage of work completed as determined by the Contracting Officer. In the event that the actual award, as determined by the Fee Determination Official, is less than the provisional payment, the contractor will either reimburse the difference or credit the next payment voucher for the amount of such overpayment, and the Contracting Officer may unilaterally establish a reduced percentage, or provisional payment for future periods.

(c) The Government will promptly make payment of any Award Fee upon the submission by the contractor to the Contracting Officer, or his authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated as specified in the clause entitled "Determination of Award Fee." Payment shall be made without the need for a contract modification.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1- PERFORMANCE WORK STATEMENT

The Contractor shall provide the services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Performance Work Statement entitled "Engineering and Technical Support" Attachment 1, and with all other terms, conditions, and provisions set forth herein.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.4-3 Inspection of Supplies--Cost Reimbursement (April 1996)

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-16 Responsibility for Supplies (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 TRANSITION AND PERIOD OF PERFORMANCE

This contract contemplates up to a 30-day transition followed by the base year performance and ending one-year later. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the transition period, or the Government may reduce the basic contract period, and or/option contract periods.

F.2 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of

the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3 CHANGE TO INDIVIDUAL DELIVERY ORDER
SCHEDULE (JAN 1997)

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.4 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from date of award.

F.5 CONTRACT PRICE ADJUSTMENT RESULTING FROM CHANGE TO TRANSITION PERIOD

Should a contract be awarded with a transition period of less than 30 days, the contract price for the transition period would be adjusted/prorated based on the total number of days remaining in the transition month. For example, a contract award based on an effective transition start date of June 15, 2002, would result in an adjusted contract price based on the actual contract monthly dollar amount for contract line item 0000 divided by 30 days multiplied by the number of days (15) remaining in the contract month.

F.6 PLACE OF PERFORMANCE

Unless assignment authorizes otherwise, all services shall be accomplished at the Mike Monroney Aeronautical Center and off-site facilities leased to support the Aeronautical Center.

F.7 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Performance Work Statement as further defined by the individual task assignments issued during the term of the contract.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and

contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-9/alt1 Stop-Work Order Alternate I (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 POST-AWARD CONFERENCE

As soon as practicable after the award of a contract, a date will be established for a post-award conference between representatives of the Government and the contractor. The conference will be held at the Mike Monroney Aeronautical Center located in Oklahoma City, Oklahoma.

G.2 COST-PLUS-AWARD-FEE (CPAF) GUIDE

The Mike Monroney Aeronautical Center Cost-Plus-Award-Fee (CPAF) Guide is attached to this contract. This guide indicates the cost-plus- award-fee process, and will be used in the administration of the contract.

G.3 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The FAA reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 ADMINISTRATION OF FAA PROPERTY

The FAA will provide a list of FAA Furnished Property to the contractor upon the occasion of paragraph 4.3 of Performance Work Statement becoming operable. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

G.5 GOVERNMENT PROPERTY REPORTS (Applicable only upon paragraph 4.3 of the Performance Work Statement becoming operable)

(a) The Contractor shall prepare semi-annual reports of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than March 15 and September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.6 VOUCHERING AND DOCUMENTATION PROCEDURES/REQUIREMENTS

(a) Vouchers will be submitted biweekly corresponding to FAA pay periods. Vouchers will specify costs for the reporting period and cumulatively against the corresponding delivery orders and contract line item number(s) (CLIN/S) while indicating for each employee the hours worked, direct labor costs, overhead, G&A, and total. Also, ODC, subcontracting, and corresponding handling/administration fee totals must correspond by delivery order and CLIN. For submission of separate base fee and award fee billings see G.7 below. (NOTE: Teaming arrangements of the offeror shall not result in separate presentations of information between subcontracting/teaming participants).

(b) Time and attendance records, travel vouchers, expense records, and all other costs associated with the contract shall be routinely prepared as needed by contract employees as a normal part of their FAA assigned tasks and forwarded through whatever process the company deems appropriate for further processing. Contract voucher preparation, payroll, benefits management, and other duties normally viewed by the Defense Contract Audit Agency (DCAA) as G&A expenses will be considered as such on this contract.

G.7 BASE FEE AND AWARD FEE BILLINGS

(a) The contractor will be allowed to bill on a biweekly basis for a base fee using the percentile value established at the time of award.

At the conclusion of each 6-month performance period, the "prorated base fee" amount will be determined based on the following formula:

$$\frac{1}{26} \text{ of } (\# \text{ employees on contract}) \times (\text{Maximum Base Fee}) \\ (\text{Level "X" Employee Max})$$

"X" Level A, B, or C depending on average number of employees for the 6-month performance period.

The difference between the base fee already billed and the prorated base fee will be deducted from the 6-month prorated performance award fee amount and shown as such on the voucher for the payment of the award fee.

(b) The prorated award fee amount for the 6-month performance period as determined in accordance with B.3 and B.4 herein will be paid upon submission of a separate invoice/voucher. The anticipated adjustment (deduction) pursuant to "(a)" above, resulting from payment of the base fee, will be reflected in the award fee invoice.

(c) Notwithstanding the above, payment of the base fee and award fee may not exceed 85 percent of the total base fee and potential award fee for any contract year in accordance with B.6(b)).

G.8 INVOICING PROCEDURES - GENERAL

(a) In addition to the requirements set forth at AMS clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit invoices in accordance with G.6 and G.7 above for performance of services, or those items of supplies furnished, as follows:

- (1) The original: FAA, Mike Monroney Aeronautical Center
and 2 copies to: National Airway Systems Engineering Div (AOS-200)
Contracting Officers Technical Representative
(COTR -Identified upon contract award)
Oklahoma City, OK 73125

(2) The COTR will forward the original to AMZ-100 and one copy to the Contracting Officer.

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.
- (4) Support documentation for cost items.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING LEVELS

(a) The FAA has established three maximum staffing levels which are defined in the Performance Work Statement, paragraph 3.4.2, Staffing Levels.

(b) The FAA will specify the staffing level at the time of contract award and/or concurrently with notification of the FAA's intent to exercise the option period hereunder pursuant to AMS clause 3.2.4-35, Option to Extend the Term of the Contract.

(c) The FAA reserves the right to require the contractor to reduce the staffing levels below the stated maximums based on the total technical support services required under the specified contract period.

H.2 DEFINITION OF CONTRACT TERMS

(a) "Teaming/Subcontract Arrangements" means an arrangement in which--(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractor(s) under this contract. Under a teaming arrangement all labor charges from the prime and subcontractor(s) shall be considered and billed as direct labor by the prime contractor under CLIN 0001. Overhead and G&A are to be applied to these direct labor charges. All reasonable and allocable other direct cost (ODC) (see "(b)" below) incurred by the teaming contractors will be billed by the prime contractor as one ODC against CLIN 0002. Subcontract effort (see "(c)" below) contemplated by CLIN 0003 incurred by the teaming contractors will also be billed by the prime. Neither ODC nor subcontract support acquired by the teaming subcontractor(s) shall include handling/administrative fees. (NOTE: Should a teaming arrangement result, such an arrangement does not limit the rights of the FAA to--require consent to subcontracts (see AMS Clause 3.10.2-2); determine on the basis of the stated contractor team arrangement, the responsibility of the prime contractor; provide the prime contractor data rights owned or controlled by the FAA; and, hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractor(s).)

(b) "Other Direct Cost (ODC)" means, for purpose of this contract, direct costs related to any required travel, materials, equipment, office lease(s), liability insurance, relocation costs, etc.

(c) "Subcontract" means, for purpose of this contract, subcontract effort required outside any teaming arrangement.

(d) "Not-to-Exceed (NTE) G&A Rate" means, for purpose of this contract, the maximum rate for which the FAA will reimburse the contractor. The contractor is responsible for any costs incurred in excess of the NTE rate.

Pursuant to the circumstances set forth at H.9(b), the contractor may request consideration of the Contracting Officer for renegotiation of the NTE ceiling rate(s).

H.3 SUPPLIES AND EQUIPMENT

(a) Materials and equipment acquired by the contractor under the contract and subject to reimbursement by the FAA shall not include tax. A tax exemption number will be furnished if required.

(b) Direct charge acquisition or lease of equipment for performance of any task under this contract must be approved in advance by the FAA. Any equipment approved for acquisition will become the property of the FAA in accordance with AMS clause 3.10.3-2, Government Property, Alternative II.

(c) Any equipment requested by the contractor may, at the FAA's option, be furnished by the FAA. If acquisition of materials or equipment is approved, prices shall be negotiated for the most effective price meeting the requirement, utilizing competitive procedures. Such information will be presented at the time approval is requested.

H.4 ON-SITE OFFICE SPACE/CONTRACT MANAGEMENT

(a) Space, office supplies, and equipment will be furnished by the FAA. Off-site space, office supplies, and equipment, if required and approved by the FAA, will be reimbursed as other direct costs (ODC).

(b) An on-site contract manager will be required. Office space, telephones, equipment, furniture, and supplies will be furnished by the FAA but may be supplemented as desired by the contractor at no expense to the FAA.

(c) A matrix of technical program managers and team leaders to assist the contract manager will be considered direct labor employees on the contract.

H.5 EMPLOYEE FRINGE BENEFITS

(a) The contract provides critical professional resources necessary for the accomplishment of the Performance Work Statement. Therefore, it is essential that benefits which approximate those of national engineering firms or federal FAA employees (e.g., Federal Aviation Administration) be provided. *From a cost control perspective, only costs directly associated with benefits for positions billed as direct labor on this contract will be allowed. Generally, these costs will be limited to the benefit categories listed in paragraph below.*

(b) The contractor will utilize service levels of 3-15 year service employees for fringe benefit computation. Within each category, minimum acceptable levels of benefits would be expected to include:

Leave/Holiday:

For employees with less than 3 years service
120 hours annual and sick leave combined
80 hours federal holidays

For employees with 3-15 years service
160 hours annual and sick leave combined
(Service time with the company and with predecessors
contractors counts towards leave computations)
80 hours federal holidays

For employees with more than 15 years service
200 hours annual and sick leave combined
(Service time with the company and with predecessors
contractors counts towards leave computations)
80 hours federal holidays

Taxes and assessments: Required taxes or assessments in addition to Federal Unemployment Tax, State Unemployment Tax, FICA, Medicare, and Workman's Compensation will be as the law requires.
Health Insurance: Comparable to either one of the Federal Employee Health Benefit Plans (FEHB) or one offered by comparable private industry engineering firms. For example, 75 percent of the cost is generally absorbed in the contractor's overhead with the employee paying/contributing approximately 25 percent of the policy premium.

H.6 ALLOTMENT OF FUNDS

The FAA reserves the right to increase or decrease the funds allotted herein for CLINS 0002 and 0003 by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective task/delivery order. In the event of any requirement for additional funds under the items enumerated above, it will be the responsibility of the Contractor to notify the Contracting Officer pursuant to the clause at H. 7, "Limitation of FAA's Obligation".

H.7 LIMITATION OF FAA'S OBLIGATION

(a) To the extent the Schedule (i.e., Section B) sets forth an amount to cover the estimated cost to the FAA for specified items, the FAA shall not be obligated to pay the Contractor any amount in excess of the amount so set forth in the Schedule and the Contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the estimated cost of performance of this contract insofar as the specified items are concerned. When and to the extent that the amount set forth in the Schedule have been increased, any expenses incurred by the contractor in excess of such amount prior to the increase shall be allowable to the same extent as if such expenses had been incurred after such increase in such amount.

(b) The contractor shall notify the FAA in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the Schedule. The Contractor will also notify the FAA in writing at any other time if expected costs to be incurred for items chargeable to such amount will be substantially greater or less than such amount.

H.8 CEILING PRICE

(a) A "ceiling price" (see H.15, Task/Delivery Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the task/delivery order, and the contractor shall not be obligated to continue performance if to do so would exceed the established ceiling price, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall

constitute the ceiling price for performance under the respective task/delivery order. When and to the extent that the ceiling price set forth in the task/delivery order has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

H.9 COST OF LIVING AND G&A RATE ADJUSTMENTS FOR OPTION YEAR(S)

(a) Any adjustment paid in the option year of this contract to direct labor hourly rates for contract employees shall correspond to the annual cost-of-living allowance (COLA) for federal employees in this locale. Where the COLA does not meet the minimum increase for employees covered by the Service Contract Act (SCA), the SCA increase will control.

(b) If it becomes obvious that the FAA's estimated labor costs are so flawed as to endanger successful contractor performance caused by dramatic changes to the contractor's proposed not-to-exceed (NTE) general and administrative expense (G&A) rates, then the contractor may request renegotiation of the NTE ceiling rate(s) with the Contracting Officer.

H.10 RELOCATION COSTS

Relocation costs for newly recruited employees will be approved on a case-by-case basis. Contractor's proposal should include a statement of effort to obtain employees in the local Oklahoma City area and an estimate of relocation costs, if any. Billings for approved cases of relocation costs will be approved on individual vouchers when submitted. These costs shall be reimbursed to the contractor exclusive of any indirect costs. The contractor shall reimburse the FAA all approved and paid relocation costs that are subsequently repaid to the contractor by its employees.

H.11 TRAVEL COSTS

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract in accordance with the Federal Travel Regulation (FTR) issued by the General Services Administration and the FAA Travel Policy (FAATP). Where there is a conflict between the FTR and FAATP, the FAATP shall take precedence. Travel must be authorized in advance by the FAA requiring organization.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the FTR or Joint Travel Regulation (JTR), Volume 2, DoD Civilian Personnel for Travel in Alaska, Hawaii, Puerto Rico, and Territories and Possessions of the US, or standardized regulations prescribed by the Department of State for travel not covered above. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by overhead, G&A, or profit. A moderate handling fee will be allowed.

H.12 TRANSITION REQUIREMENTS

(a) Approximately 215 employees currently working on the existing AOS-200 engineering services contract may transition to this follow-on contract.

(b) Transition:

(1) Immediately prior to commencement of performance for the contract base year, a 30-day period will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner, which is critical. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for transition of administrative processes from present contract to the new contract.

(2) The FAA will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.

(3) The contractor is responsible for the transition of personnel and the assumption of ongoing tasks during the transition period.

(4) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor shall report and/or coordinate efforts in accordance with the Performance Work Statement and the contract.

H.13 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract.

H.14 RESTRICTIONS--ORGANIZATIONAL CONFLICTS OF INTEREST

(a) It is hereby agreed that the contractor or any subcontractor performing under this contract shall not compete as a prime contractor nor as a subcontractor, consultant, or otherwise on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract for a period of three (3) years following completion of this contract including any option(s). Hardware is defined as any tangible item. Additionally, the contractor or any subcontractor agrees not to divulge any information or data acquired or developed through performance of this contract to any affiliates, or other sources which may otherwise compete on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract.

(b) The prohibitions set forth at (a) above do not limit the contractor's development/manufacture and subsequent delivery of any prototype or limited production of National Airspace System (NAS) Electronic Equipment Modifications and Plant Equipment Modifications equipment (i.e., modification kits) when defined as a deliverable in support of an engineering project or task required of the original task order issued pursuant to H. 15, Task/Delivery Order Processing. Only on the occasion of an emergency that would justify a single source selection may a subsequent task for delivery of any modification kit developed under a previous engineering task be authorized.

(c) It is also agreed that the contractor will, on those occasions requiring access to proprietary data of other companies, make agreements with such companies to (1) protect their information from unauthorized use or

disclosures for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. Prior to commencement of work on any such effort, the contractor must furnish the Contracting Officer copies of all such agreements.

H.15 TASK/DELIVERY ORDER PROCESSING

(a) The Contracting Officer shall issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer's Representative will issue a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor will submit a task proposal to the Contracting Officer's Representative including:

- (i) A proposed management plan.
- (ii) A milestone schedule.
- (iii) Proposed completion or delivery date.
- (iv) Proposed travel costs.
- (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part I, Section B of this contract.

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued.

(4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling Price.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 calendar days to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

(e) Any completion-type task/delivery order (performance work statement must state a definite goal of target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

H.16 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.17 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.18 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.19 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.20 LIABILITY INSURANCE (JAN 1997) (R)

CLA.3212

(a) Some contract employees will periodically be required to drive Government vehicles in the performance of their duties. The contractor shall provide insurance for those employees. Related costs will be voucherable against CLIN 002. Amounts of coverage will be negotiated periodically.

(b) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(c) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(d) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(e) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(f) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.21 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (JAN 2000)

CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment,
- and
- 3) either evidence of any one of the following;
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or

4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's

decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

H.22 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.23 SAFETY AND HEALTH (JAN 1997) CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by

contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.24 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)
CLA.1262

(a) Contractor Screening of Personnel. The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.25 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.26 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (JUL 2001)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the

contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.13-6 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2,

Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

H.27 3.13-6 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS CLA.4543

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA:

(1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
CON 062 Admin (Clerk/Secretarial)	Level 1
CON 075 Technical Support	Level 5
CON 076 Electronics Technician	Level 5
CON 088 Programmer	Level 5
CON 089 Computer Analyst	Level 5
CON 091 Database Administrator	Level 5
CON 092 LAN Administrator	Level 5
CON 170 Technical Writer	Level 5
CON 180 Administrative Analyst	Level 1

CON 181 Word Processor Specialist	Level 1
CON 182 Technical Draftsman	Level 1
CON 183 Meteorologist	Level 5
CON 184 Computer Support Specialist	Level 1
CON 185 Manager (Contract & Technical)	Level 5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and
(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(1) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (1) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

H.28 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2001) CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order

1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.29 SECURITY FORMS SUBMITTAL REQUIREMENTS (JUL 2001) CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://www.mmac.jccbi.gov/amq/security.htm> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.30 QUALIFICATIONS OF EMPLOYEES

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

PART II - SECTION I CONTRACT CLAUSES

3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996) (R)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor not later than the expiration date of current contract period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond September 30, 2002. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (AUGUST 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor	Subcontractor
Direct Labor \$ _____	\$ _____
Allowable Overhead _____	_____
Subtotal (A) _____	(B) _____
Labor G&A @ _____ %	_____
Total Labor Costs (C) _____	(D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB
CONCERNS (APRIL 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The contractor will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

3.6.2-17 PAYMENT FOR OVERTIME PREMIUMS (APRIL 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Position	Monetary Wage-Fringe Benefits
Admin (Clerk/Secretarial)	\$15.26/hour
Technical Support (Engineers - Electrical, Electronics, Software, General)	\$32.90/hour
Electronics Technician (Engineering & Electronics)	\$27.13/hour
Programmer	\$28.60/hour
Computer (System) Analyst	\$35.06/hour
Database Administrator	\$23.61/hour
LAN Administrator	\$23.61/hour
Technical Writer(Editor)	\$22.03/hour
Administrative Analyst	\$17.75/hour
Word Processor Specialist	\$17.17/hour
Meteorologist	\$30.72/hour
Computer Support Specialist	\$18.51/hour
Manager Contract/Technical	\$43.27/hour
Technical Draftsman	\$21.09/hour

3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

3.8.2-17 KEY PERSONNEL AND/OR FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Warren D. Reynolds, Contract Manager

3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause. (End of clause)

3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS)
(OCTOBER 1996)

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive

element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

Subcontracts calling for engineering services and support
that mirror those provided by the prime contractor in
accordance with the contract PWS

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) Reserved.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.1.7-1 Exclusion from Future Agency Contracts (August 1997)

3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)

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2.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. 1994-2431 Revision 18	06/07/02	8
3.	Mike Monroney Aeronautical Center Cost-Plus-Award-Fee Guide Program Requirements	Undated	10
4.	H.24 Requirement for Screening of Contractor Personnel - Screening Standards - Contractor	6/01	1
5.	H.24 Requirement for Screening of Contractor Personnel - Adjudicative Standards	6/01	1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PERFORMANCE WORK STATEMENT

MARCH 18, 2002
Revised Nov. 11, 2002
Revised Feb. 14, 2005

ENGINEERING AND TECHNICAL SUPPORT

NATIONAL AIRWAY SYSTEMS
ENGINEERING DIVISION
AOS-200

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SECTION 1 - GENERAL

1.1 GENERAL INFORMATION:

The National Airway Systems Engineering Division (NASED), AOS-200, provides engineering support to the Federal Aviation Administration (FAA) National Airspace System (NAS). AOS-200 supports a broad range of systems, consisting of thousands of individual pieces of equipment in the Facilities, Surveillance, Navigational Aids, and Weather Systems. In support of NAS systems and equipment, AOS-200 provides configuration management, hardware and software documentation, modifications, direct field support, systems support, and acquisition support.

1.2 SCOPE OF WORK:

1.2.1 This statement of requirements and conditions sets forth the requirements for Engineering Services and Support. The work to be performed is in support of civilian and military aircraft guidance and surveillance equipment and systems.

1.2.2 To accomplish the work effort specified in this Performance Work Statement (PWS) the contractor shall provide a wide variety of engineering, technical and administrative support personnel. The contractor shall perform the services identified in this PWS in support of the NAS with minimal assistance from AOS-200 personnel.

1.3 APPLICABLE DOCUMENTS:

The listed documents are references to be used as required when performing services under this Performance Work Statement (PWS). Additional documents may be identified in the individual project assignments. Latest revision of documents will be used.

- a. Users Guide - Maintenance Technical Documentation System, for National Airspace System (NAS) Facilities and Equipment.
- b. Order 1320.1D - FAA Directives System.
- c. FAA - iCMM - Integrated Capability Model for the Acquisition of Software Intensive Systems.
- d. Specification FAA-G-2100 - Electronic Equipment, General Requirements.
- e. FAA-STD-010C - Graphic Symbols for Digital Logic Diagrams.
- f. FAA-STD-013D - Quality Control Program Requirements.
- g. FAA-STD-018a - Computer Software Quality Program Requirements.
- h. FAA-D-2494b - Technical Instruction Book Manuscript: Electronic, Electrical, and Mechanical Equipment Requirements for Preparation of Manuscript and Production of Books.
- i. FAA Order 3900.49 - Control of Hazardous Energy During Maintenance, Servicing and Repair.
- j. Order 1100.157 - National Engineering Field Support Division Maintenance Program Procedures.

- k. FAA Order 1320.58 - Equipment and Facility Directives; Modification and Maintenance Technical Handbooks.
- l. Applicable manufacturer's instruction material.
- m. AOS-200 Division Operating Procedures.

1.4 PERFORMANCE WORK STATEMENT (PWS) REQUIREMENTS:

1.4.1 General Requirements:

1.4.1.1 The Contractor shall provide the necessary resources, personnel, facilities, material, equipment, and services to meet the requirements of this PWS. Each project assignment will define the scope, level of support, and deliverables required.

1.4.1.2 The various task projects shall include but not be limited to the following:

- a. Perform engineering studies related to modification, design, monitoring, remote control, interfacing, and other requirements on National Airspace System (NAS) equipment. Deliverables may include an engineering report and cost estimate package for design, procurement, installation, testing, and evaluation of prototype systems.
- b. Provide the technical expertise, materials, fabrication effort, and equipment to design, install, test, and evaluate prototype modifications of NAS equipment.
- c. Provide hardware and software documentation, drawings, specifications, and cost estimates to implement proposed changes to NAS equipment on a national level.
- d. Working from comments and material provided, develop changes to equipment instruction books and system maintenance handbooks. Camera-ready page masters of revised books are required as an end product.
- e. Provide technical support and management of the AOS-200 Program Support Facilities (PSF), System Support Facility (FSF), and other test bed facilities as required.
- f. Provide for the management, operation, and support of the AOS-200 Local Area Network (LAN), computer workstations, and peripheral computer equipment.
- g. Provide for management and operation of the AOS-200 technical data library and software library including software configuration control and records.
- h. Provide for management and control of the AOS-200 Test Equipment and EPROM Laboratory.
- i. Provide support for technical drafting and illustrating, editing, word processing, property management, telecommunications, data base management, and other administrative support.
- j. Provide first level engineering support to field organizations through telephone assistance or onsite assistance.
- k. Provide for engineering, equipment installation, and other maintenance related support for Headquarters National Airway System (HQNAS) programs and projects requiring AOS-200 support.

I. Provide technical and administrative support for new systems acquisitions by writing Shakedown Test Plans, operation and maintenance procedures, and participating in systems level integration, validation, certification of equipment and other acquisition support as required.

1.4.1.3 Work efforts shall involve an extensive interchange of information and ideas between the Contractor and the FAA. After project assignment, the Contractor assumes all responsibility for supervision and accomplishment of the contractor assigned projects.

1.4.1.4 The Contractor shall maintain individual project files consisting of background information, design notes, and other material for assigned projects. Project numbers shall be assigned by the FAA.

1.4.1.5 All case files, program files, drawings, software, programs, diskettes, design data, artwork, etc., developed by the Contractor under this PWS, become the property of the Government. These items shall be delivered with the final product.

1.4.2 Documentation Requirement:

All documents submitted to the FAA, related to project accomplishment, must be developed on electronic media. It shall be compatible with the requisite version Microsoft Word, Excel, Auto Cad, or other software as required by AOS-200. If requested, the submittal shall be delivered to the FAA on electronic media or hard copy or both. This requirement may include management reports, progress reports, ad-hoc reports, technical drawings, vouchers and other accounting documents as determined by AOS-200.

1.4.3 Government Access to Contractor Facility:

For contract monitoring, Government personnel shall be allowed unannounced access to the Contractor's facilities during normal working hours.

1.4.4 Contractor Access to Government Agencies:

When working on AOS-200 assigned projects, contract personnel shall obtain permission from AOS-200 before visiting other Government agencies or facilities.

1.4.5 Contractor Access and Operation of FAA Facility Equipment:

AOS-200 shall coordinate Contractor access to FAA facilities. Designated FAA site personnel have the authority to grant access, and operate the site equipment. The Contractor proposed test requirements shall be provided at the time the request for test is made. Use of FAA equipment may be outside normal duty hours.

1.4.6 Work Scheduling, travel, and overtime:

1.4.6.1 Contract personnel may be required to work outside the normal day shift (8:00 AM to 4:30 PM). When overtime work is required, it must be approved in advance by the requiring organization. Flexible work schedules comparable to government schedules may be used when approved by the requiring organization. Extensive contract employee travel may be required. Actual cost lodging must be approved in advance by the requiring organization.

1.4.6.2 When government employees are granted administrative leave as a result of inclement weather, potentially hazardous conditions, explosions, presidential leave and other special circumstances, non-essential contractor employees shall be excused the same time. This excused leave time shall be considered as a direct cost to the contract.

1.4.7 Tasks, Subtasks, and Projects:

1.4.7.1 A "Task" description will be general in description and broad in scope. A separate contract delivery order will be initiated for each task effort. A typical task description will cover the support for one or more NAS systems. Within the task description, a subtask(s) may be initiated for each major system support effort. As an example, A task will be written for Surveillance Support. Subtasks to support this task may include Enroute Radar Support, Terminal Radar Support, Beacon Radar Support, etc. As a minimum the Task Description will include: Background, Scope, Deliverables, and Milestones. Each Task Description will be signed by the Branch Manager and Contract Technical Officer TO/COTR before submission to the CO.

1.4.7.2 Some Task efforts may be very extensive and require the work be broken into Subtasks. Typically the Subtask format will include: Background, Scope, Milestones, Deliverables, GFP/GFE, Special Terms and Conditions, Quality Control / Quality Assurance, Inspection and Acceptance, and Technical Documents. Each Subtask will be signed by the Branch Manager and TO/COTR before submission to the CO.

1.4.7.3 All requests to establish new projects with the contractor shall be submitted by or through the AOS-200 Branch Manager to the COTR by email or memo. The COTR will ensure the work is within the scope of this PWS, and forward the approved work request to the contract management. The contract management will assign projects to their employees and notify the requiring office to which employee the work is assigned. All deliverables completed by the contract employees will be submitted to their contract management for review and acceptance. The contract management will forward approved deliverables to the requiring organization.

1.4.7.4 Each project or project phase shall be planned for completion by the Contractor under the following procedures:

- a. The Contractor shall advise when he is ready to start projects or project phases.
- b. An orientation meeting will be scheduled as required.
- c. The Contractor shall be provided the project background information.
- d. Technical documentation (instruction books, handbooks, etc.) will be identified, and provided for access in the AOS-200 technical library if available.
- e. The Contractor shall be advised of required scheduling, reporting, and deliverables.

1.4.8 Subcontracting:

The Contractor shall not enter into subcontract agreements without approval of the Contracting Officer. All subcontracts shall include the identity of the subcontractor, the extent of the work, the reason for subcontracting, and the extent of competition in selection of the subcontractor.

1.4.9 Voucher Requirements:

1.4.9.1 The Contractor shall certify that all direct charges are required in support of the contract. A copy of the receipt for all purchases shall be attached in support of voucher verification. The FAA subtask or project assignment number shall be recorded on the receipts attached to the vouchers. Vouchers will be submitted on a bi-weekly basis.

1.4.9.2 The Government shall not be obligated to reimburse the Contractor for any cost incurred before the approval to begin work on a task, subtask or project was given by the requiring government organization (AOS-200).

1.4.10. Training:

1.4.10.1 Section 3.3 (POSITION REQUIREMENTS AND QUALIFICATIONS), of this PWS specifies the level of education, training, and experience necessary to perform the work assigned to the contractor under this PWS. These requirements are established as guidelines to be used in the selection of employees. The contractor shall provide employees that meet these requirements at the time of employment.

1.4.10.2 Contract employees will be required to attend the requisite in service training necessary to deliver the services identified in SECTION 2 – AREAS OF EFFORT, of this PWS. Employees must become proficient on baseline and upgrades to NAS systems and equipment, support documentation, and work processes. Proficiency training will be required for non-technical as well as the technical support positions defined in this PWS.

1.4.10.3 When approved by the FAA, contract employees may or shall (depending on the type of training) attend Agency sponsored training considered beneficial to the Agency. Typically this would include sexual harassment, violence in the workplace, race relations, CPR, etc.

1.4.10.4 All requests for contractor proficiency training will be in writing. Processing of requests for this training will be accomplished by following the AOS-200 Division Operating Procedures pertaining to contractor training.

SECTION 2 - AREAS OF EFFORT

2.1 MODIFICATION SUPPORT REQUIREMENTS:

2.1.1 General Information:

AOS-200 is responsible for in-service improvements and modifications of assigned NAS systems. These responsibilities are accomplished by development and implementation of Electronic Equipment Modifications (EEM) to assigned facilities, surveillance, Nav aids, and weather systems. Similarly, Plant Equipment Modifications (PEM) are developed and implemented for Engine Generators, Visual Navigational Aids and Environmental Systems. The Contractor will be assigned EEM/PEM projects encompassing the full range of modification support. Typical projects range from a feasibility study of the proposed modification through prototype development, testing, and preparation of documentation.

2.1.2 Project Definition:

Modification projects typically involve:

- a. Engineering Study (ES), with Prototype Development and Testing.
- b. Production Package Development.

2.1.3 Engineering Study Phase:

This phase requires a completed engineering study report with prototype development. Typical events involved in this phase are:

- a. Review and evaluate the technical material provided with the FAA assigned and approved engineering project.
- b. Review the reported problem or requirement with the appropriate FAA representative.
- c. Request for contact with the appropriate field installations to discuss or evaluate the reported problem or requirement.
- d. Visit facilities as approved by the FAA.
- e. Develop a solution to the problem.
- f. Conduct laboratory or simulated testing of a breadboard design that demonstrates the feasibility of the solution.
- g. Prepare an Engineering Study Report (ESR) which clearly defines the problem or requirement, the alternatives considered, and proposes a solution or course of action.
- h. Submit the Engineering Study Report for review. If rejected by the FAA, it is returned for additional study. If accepted by the FAA, guidance shall be provided for further contract action.
- i. Fabricate a complete modification kit, working from the FAA approved design.
- j. Arrange through an AOS-200 representative for the location(s) to make the prototype installation and test. This request should be made a minimum of 30 days in advance of the required testing.

k. Develop a draft of paragraphs 7, 9, 14 and 15 of the EEM/PEM (materials, special tools and test equipment, modification procedures and test after modification) per FAA Order 1320.58B.

l. Install and test the modification, submit a report on test results and findings, make design corrections if necessary.

m. Prepare general cost estimate for nationwide implementation.

n. Complete the draft modification in accordance with Order 1320.58B. Include all the required paragraphs and draft instruction book changes to incorporate the modification.

o. The FAA will formally accept or reject the test report and draft EEM/PEM. If rejected, the additional work required shall be identified in general terms.

2.1.4 Production Package Development Phase:

This phase of a project normally results in two documents. A Purchase Description for acquisition of materials, and the final EEM/PEM documentation. Both shall be submitted to AOS-200 by the Contractor.

a. The Purchase Description consists of drawings, specifications, and parts list. Final cost estimates shall be attached. The Purchase Description shall allow for competitive acquisition action. Specification FAA-G-2100 shall be used as a guide in specifying kit parts.

b. The EEM/PEM shall be delivered in camera-ready form and in accordance with Order 1320.58B. Modification projects involving instruction book changes require the format of the existing book to be maintained. The type and artwork of the changed pages must match that of the original pages or masters.

2.2 DOCUMENTATION SUPPORT REQUIREMENTS:

2.2.1 General Information:

2.2.1.1 AOS-200 has the responsibility for development and changes to documentation related to NAS equipment utilized by the FAA. This documentation is primarily maintenance oriented in the form of Maintenance Technical Handbooks (general equipment or system specifications) and Technical Instruction Books (equipment functional testing and troubleshooting). Responsibility for Commercial Off the Shelf (COTS) documentation is included.

2.2.1.2 The contractor shall develop and maintain technical documents as appropriate to support assigned work effort. The documentation is primarily maintenance oriented for both hardware and software maintenance. These documents shall meet AOS-200 requirements for format and content.

2.2.2 Project Definition:

2.2.2.1 Typically documentation projects will consist of one or more of the following:

- a. Development of System Shakedown Test Plans.
- b. Development of Maintenance Technical Handbooks, revisions, and page changes.
- c. Develop of Instruction Books, revisions, and page changes.
- d. Participate in development and review of hardware and software documentation.

- e. Prepare Site Program Bulletins (SPBs).
- f. Provide other documentation support as required.

2.2.2.2 To accomplish the work, the Contractor shall undertake efforts typified by, but not limited to the following:

- a. Submit documentation suitable for inclusion into existing FAA technical manuals, orders, and other applicable hardware and software documentation.
- b. Prepare new maintenance documentation.
- d. Conduct an analysis of and incorporate FAA review comments.
- e. Provide management review and approval packages for technical documentation projects. These packages typically consist of a clearance record (FAA Form 1300-2) and copies; original copy of a transmittal document (Order Notice or Change); and camera-ready copy of Notice, New Orders, Revised Orders, instruction book page changes, or handbook page changes.

2.3 SOFTWARE AND HARDWARE ENGINEERING SUPPORT REQUIREMENTS:

2.3.1 General Information:

2.3.1.1 The FAA is actively involved in acquiring and fielding new facilities, systems, and equipment throughout the NAS. AOS-200 is called on to provide a wide range of technical and acquisition support for these major program efforts, to transition these systems and equipment from the research and development arena into the operational environment. Software and Hardware Engineering support is also needed to maintain existing facilities and equipment.

2.3.1.2 Software support requirements are primarily involved with embedded software on active NAS systems and equipment as well as AOS-200 test bed facilities and equipment. Engineering projects typically are software maintenance oriented and include software development and software changes. Software support is also required for development and maintenance of databases at the national and local level. The AOS-200 contract work force shall be required to support AOS-200 in the software and hardware engineering activities required to maintain the NAS facilities, and AOS-200 test bed facilities.

2.3.2 Project Definition:

2.3.2.1 The contractor shall provide the personnel required for software engineering and database management support. Typical duties are listed but not limited to the following:

- a. Develop operators, programmers, operations and maintenance, software user's, and computer system diagnostic manuals where equivalent FAA or commercially developed documents are unavailable.
- b. Operate and generate software programs for the various automated systems. Permanent or temporary additions, deletions, and changes to the equipment configuration will periodically occur. It shall be the responsibility of FAA designated personnel to re-certify the facility configuration when changes occur.
- c. Maintain an inventory for software program masters, operational firmware, documentation, and developmental system software for assigned hardware and software. A listing of each program by version, revision level, and other information will be developed.

d. Research and design hardware and software systems or enhancements to existing systems or networks.

e. Provide support for hardware, firmware, and software acquisition, development, distribution, and installation.

f. Develop and execute detailed plans, schedules, and related activities to test, debug, and validate subroutine, module, and software system.

g. Provide engineering review of software and hardware design data, to ensure it meets the criteria established in the documents listed in SECTION 1.3, APPLICABLE DOCUMENTS, of this PWS.

h. Perform analysis, design, programming, and testing in support of proposed acquisitions of operational and support software. The integrity of the original design implementation, program function, and maintainability shall be protected.

i. For operational programs, develop and maintain technical documentation. This documentation shall describe software functions, maintenance requirements, and maintenance techniques.

j. Insure that hardware and software changes are performed in a thorough and complete manner to enhance future maintainability.

k. Insure that all system software and hardware continues to meet NAS facility operational and functional standards as modifications and retrofits are developed or installed.

l. Develop or review Contract Data Requirements Lists (CDRL) and other contractual documentation.

m. Participate in Preliminary Design Reviews (PDR), Critical Design Reviews (CDR), Physical Configuration Audits (PCA), and Functional Configuration Audits (FCA).

n. Provide for Quality Assurance support by performing activities defined by the division and branch quality assurance policy and procedures.

o. Participate in meetings and conferences as required in the acquisition and life cycle process, and provide responses to action items as needed.

p. Develop database programs for purpose of tracking AOS-200 engineering, modifications, maintenance, time utilization, and budget activities.

q. Provide support responsibilities for AOS-200 in operation and management of local and national level databases.

r. Provide database training, data entry assistance, and reports when required.

s. Provide other software and hardware engineering support as defined by individual project efforts within the scope of this PWS.

2.4 SOFTWARE MAINTENANCE FACILITY (SMF) REQUIREMENTS:

2.4.1 General Information:

The SMF is a computer installation consisting of hardware, and software to satisfy software development, integration, test, and configuration management. For purposes of this PWS the SMF includes duties

associated with the operation and maintenance of AOS-200 test bed facilities, Local Area Network (LAN), Automated Data Processing (ADP) and peripheral equipment.

2.4.2 Project Definition:

Typical project efforts are listed but not limited to the following:

- a. Develop periodic maintenance schedules and take corrective maintenance actions for AOS-200 LAN, computer systems and peripherals, and test bed equipment. Minimal troubleshooting shall be performed by SMF support personnel. Major hardware maintenance will be performed through established FAA maintenance contracts. Minor repairs may be accomplished by SMF contract personnel.
- b. Become familiar with and be capable of operating test bed systems, LAN, ADP, and peripheral equipment for the purposes of maintenance actions, modifications installation, testing, and training.
- c. Provide limited level of troubleshooting and repair to maintain equipment in an operational mode on both hardware and software.
- d. Develop and provide equipment familiarization training as a result of hardware and software modifications and enhancements.
- e. Maintain an inventory for software program masters, operational firmware, documentation, and developmental system software for assigned hardware and software. A listing of each program by version, revision level, and other information will be developed.
- f. Provide for hardware and software enhancements and upgrades for the LAN, ADP, and testbed equipment.
- g. Prepare documentation in support of updates or changes to software and hardware.
- h. Perform system backups and data recovery.
- i. Provide systems security, and the development of procedures for use and maintenance of files and libraries for existing systems: Local Area Network (LAN), Tandem MPS, AT&T workstations, IBM PC's and compatibles, Harris and Sun workstations, peripherals of all of the above, and new systems coming into the inventory.
- j. Provide support for installation and relocation of automated equipment.

2.5 DIRECT FIELD SUPPORT REQUIREMENTS:

2.5.1 General Information:

AOS-200 has the responsibility to provide technical consultation and assistance to the field technicians and engineers when required to restore out of service facilities back to operational status. Requests for on-site assistance can be required on a routine basis or on short notice (emergency) basis anytime within a 24 hour day.

2.5.2 Skill Requisites:

Field support type of work requires an extraordinary high level of system and equipment experience and expertise. Request for assistance from the field occurs only after on-site technicians have not been able to restore a facility back to service. AOS-200 and the contractor must be in agreement on which contract employees are qualified to participate in field support duties.

2.5.3 Project Definition:

When contract employees are called upon for direct field support assistance, they shall follow the same procedures as government employees performing the same service. Maintenance support shall be provided through telephone assistance and on-site assistance when needed. Contract employees shall provide the required documentation for tracking requests for assistance, and entry of data into the AOS-200 data base.

2.6 DIVISION SUPPORT REQUIREMENTS:

2.6.1 General Information:

AOS-200 provides a highly skilled government and contract technical work force to meet the engineering, technical, and documentation services required to maintain and upgrade NAS facilities and equipment. Other support functions are required to support and complement the AOS-200 government and contract technical work force in meeting the requirements of their assigned duties. The contractor shall provide the personnel to perform the support requirements listed below.

2.6.2 Areas of Support:

2.6.2.1 Engineering Test Equipment and EPROM Laboratory. The Contractor shall manage, maintain and operate the AOS-200 Engineering and EPROM Laboratory. The labs will be staffed during normal duty hours. Essentially the labs will be kept clean, tools and test equipment kept in readiness, inventories and calibration records kept up to date, and provide technical support as required.

2.6.2.2 Technical Drafting. The Contractor shall be responsible for providing Technical Drafting/Illustration Support. Typically this will include: creating and updating fabrication drawings, figures, illustrations, and schematics by automated and manual methods; conversion of existing paper copy drawings into digitized drawings; develop and maintain proficiency on automated drafting systems and techniques.

2.6.2.3 Technical Documentation Center. The Contractor will operate and maintain the AOS-200 technical library. The library will be staffed during normal duty hours. The library and print masters area will be kept clean and orderly, with documents properly shelved, filed, and kept current. All changes to documents will be posted in a timely manner. The technical librarian will be available to provide assistance as required.

2.6.2.4 Technical Editing/Writing. The Contractor shall be responsible for providing Technical Editing, Technical Writing, Word Processing, and Scanning support. Documents typically include maintenance handbooks, technical instruction books, site bulletins, modification directives, and orders. Delivered products will be consistent in format, grammar, and style as required by FAA and AOS-200 documentation directives, national orders, and standards. Support will include all aspects of the documentation process from initial draft of documents through editing, and preparation and distribution of print packages.

2.6.2.5 Administrative Support. The Contractor shall be responsible for providing administrative support as needed in various locations at the division and branch level. Position title(s) for these general support positions are found in Section 3 of this PWS. Position descriptions will be prepared for these positions. Personnel will perform the duties related to:

- a. Telephone communications, space management, and property inventory management.
- b. Ordering, tracking, receiving and shipping of supplies and equipment.
- c. Personnel and training related activities.

- d. Acquisition and budget related activities.
- e. Database and records management to include data entry, updating, tracking, problem resolution, and preparation of reports.
- f. Quality Assurance and Configuration Management
- g. Secretarial support.
- h. Other administrative support as required.

2.7. INSTALLATION SUPPORT REQUIREMENTS:

2.7.1 General Information:

SECTION 2.1, MODIFICATION SUPPORT REQUIREMENTS, of this Performance Work Statement includes installation of prototypes for testing. It is the intent of this Section 2.7 to define the Installation Requirements beyond just prototypes.

Historically AOS-200 and associated technical support contract personnel have had the responsibility for engineering development and delivery of in-service improvements, upgrades, and modifications of assigned NAS systems and equipment. Similar contractor support related activities is also provided for AOS-1040 and AOS-510 offices located at the MMAC. The requirement for installation of equipment due to upgrades and modifications has become part of the task effort assigned to the local AOS Offices and their support contractor.

2.7.2 Installation Task Development:

Typically the AOS-XXX Engineering Office is asked to provide support for Major System Upgrades, Modifications, and Service Life Extension Programs (SLEP) for NAS facilities. The support activities typically include engineering studies, new equipment identification, install and test equipment at key sites, baseline the installation for national implementation, install equipment at requisite sites, update site technical documentation.

2.7.3 Installation Task Requirements:

Specific requirements in support of this area of effort will be provided in the Sub-Task and Engineering Project documents. In general the contractor installation support requirements will include:

- a. Provide engineering and technical support for project development leading to the installation effort as defined in paragraph 2.7.2.
- b. Participate in equipment installation related meetings and development of installation schedules.
- c. Identify needed materials, equipment and supplies for site installations.
- d. Provide logistics support for procuring, receiving, shipping, storage, and site delivery of equipment and materials.
- e. Perform the installation of equipment at required sites.
- f. Perform or assist in performing operational checks of equipment after installation.
- g. Revise and update the site facility drawings as needed after completion of installation.
- h. Perform other related installation activities as defined in the subsequent engineering projects.

SECTION 3 - PERSONNEL REQUIREMENTS

3.1 GENERAL REQUIREMENTS:

3.1.1 The Contractor shall be responsible for employing qualified personnel to perform the duties defined in this PWS. The Contractor must have the personnel, organization, and administrative control necessary to ensure that each project is completed satisfactorily. If questions arise that the Contractor is using other than qualified personnel, the Contractor shall provide proof that personnel do possess proper qualifications and experience.

3.1.2, After award of contract, the Contractor shall submit a resume for each person to be assigned to this contract. The requiring government organization will review resumes for purposes of determining that applicants meet the requisite qualifications of paragraph 3.3 POSITION REQUIREMENTS AND QUALIFICATIONS of the PWS. Exceptions for submission may be made in the case of incumbent employees for which a resume has been provided and on file with the requiring organization.

3.1.3. Exceptions or waiver to requisite journeyman level qualifications are covered under Section 3.3 of this PWS. AOS-200 shall review resumes and notify the Contractor of their determination of waiver based on the qualifications of the applicant.

3.1.4 The number and type of personnel positions may be amended due to normal employee attrition or a change in AOS-200 assigned workload. The Contractor shall submit resumes to the FAA for review of qualifications prior to filling vacant positions.

3.2 CONTRACT MANAGER GENERAL REQUIREMENTS:

3.2.1 The Contractor shall designate a Contract Manager for the contract. The Manager shall be responsible for the management and coordination of the contract. The Contract Manager shall act as the central point of contact with the Government. The Manager shall have the authority to represent and commit the Contractor in dealing with the Government.

3.2.2 The Contract Manager shall be physically located at an established Oklahoma City contract facility or an on-site MMAC facility. The manager may work an alternate work schedule with approval from the FAA

3.2.3 Should the Contract Manager be temporarily absent, an individual shall be designated in writing to act as alternate. The CO and COTR shall be notified of the name of the individual to act as alternate.

3.3 POSITION REQUIREMENTS AND QUALIFICATIONS:

Requisite qualifications for each contract position have been developed to reflect the level of education, training, and experience necessary to perform the projects assigned under this PWS. These requirements are established as guidelines to be used in the selection of employees.

3.3.1 Contract/Technical Manager:

3.3.1.1 A Bachelor of Science degree in Electrical or Electronic Engineering is required. Degrees in other technical or science fields may be substituted depending on other qualifications and specialized experience.

3.3.1.2 At least ten years of experience in providing hardware and software support of electronic systems is required. This experience must include: direct responsibility for providing systems level requirements definition; product design, development and installation; development of and modifications to hardware

and software documentation; quality assurance and quality control programs and procedures. Hardware and software experience on NAS related systems and equipment is highly desirable. Experience in management of engineering groups is desired for the technical manager, and the contract manager positions.

3.3.1.3 Knowledge of government procurement and contracting rules and regulations is required for the contract manager position, and desirable for the technical manager. Conceptual knowledge of the NAS systems and equipment is required for the technical manager, and is desirable for the contract manager position.

3.3.2 Software Engineer:

3.3.2.1 A Bachelor of Science degree in electronics or electrical engineering is required. Same degree with a computer option or a minor in computer science is desirable. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.2.2 A minimum of five years experience in providing software engineering services is required. Specialized advanced degrees appropriate to the field of technology covered by this PWS may be substituted for a limited portion of the experience requirements. Experience in software development and modifications, circuit analysis, and technical writing skills are required. Requisite experience on NAS systems and equipment is highly desirable.

3.3.2.3 Knowledge of engineering practices and procedures is required. Specialized knowledge of NAS systems and equipment is required. Knowledge of computer hardware, systems software, and computer systems architecture and integration, are required. Highly developed software programming skills in NAS applications software such as 'C', UNIX, Assembly, ADA, and FORTRAN are required.

3.3.3 Electronic Engineer.

3.3.3.1 A Bachelor of Science degree in electronics or electrical engineering is required. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.3.2 At least five years of experience in providing electronics engineering services is required. Specialized advanced degrees appropriate to the field of technology covered by this PWS may be substituted for a limited portion of the experience requirements. Specialized engineering experience on NAS systems and equipment is highly desirable. Experience in analyzing and testing electronic system performance, and in producing engineering prototypes, studies, and technical documents is required.

3.3.3.3 Knowledge of engineering practices and procedures is required. Specialized knowledge of NAS systems and equipment is required. Knowledge of computer hardware, systems software, and computer systems architecture and integration, are required. Highly developed software programming skills in NAS applications software such as 'C', UNIX, Assembly, ADA, are highly desirable.

3.3.4 General Engineer.

3.3.4.1 A Bachelor of Science degree in mechanical or civil engineering is required. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.4.2 At least five years of experience in providing general engineering services is required. Specialized advanced degrees appropriate to the field of technology covered by this PWS may be substituted for a limited portion of the experience requirements. Specialized engineering experience on NAS systems and equipment is highly desirable. Experience in analyzing and testing facility system performance, and in producing engineering prototypes, studies, and technical documents is required.

3.3.4.3 Knowledge of engineering practices and procedures is required. Specialized knowledge of requisite NAS systems, software and equipment is required.

3.3.5 Meteorologist:

3.3.5.1 A Bachelor of Science degree in meteorology or applied sciences, or a related discipline in the earth or physical sciences, is required.

3.3.5.2 At least five years experience providing radar meteorological services is required. Specialized experience in Doppler weather radar meteorological applications, in evaluating Doppler weather radar products, and in producing analytic reports is required. Experience in computer systems analysis, design, and programming is required.

3.3.5.3 Knowledge of procedures involved with weather radar equipment and systems, shakedown testing, performance testing, certification, and validation are required.

3.3.6 Computer Analyst/Programmer.

3.3.6.1 A Bachelor of Science degree in Computer Science is required. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.6.2 At least three years experience in providing computer programmer/analyst services is required. Specialized advanced degrees appropriate to the field of technology covered by this PWS may be substituted for a limited portion of the experience requirements. Experience in producing and maintaining software and firmware programs and documentation is required.

3.3.6.3 Knowledge of software programming, development, review, audit, testing, configuration management, requirements, and changes is required. Highly developed programming skills using 'C'/'C++', UNIX, Assembly, ADA, FORTRAN, and other NAS required software is required.

3.3.7 Network Administrator.

3.3.7.1 A Bachelor of Science degree in Computer Science is required. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.7.2 At least three years of experience in developing, revising, testing, and maintaining hardware, software, and associated documentation applied to Local Area Network (LAN) support is required. Assistance in developing of training materials for network users is required.

3.3.7.3 Knowledge of LAN and E-MAIL software programming, development, review, audit, testing, configuration management requirements, and changes is required. Highly developed programming skills using Netware, Zenworks, and other applications software tools is required.

3.3.8. Data Base Administrator.

3.3.8.1 A Bachelor of Science degree in Computer Science is required. A degree in another technical discipline may be substituted depending on other qualifications, and length and type of specialized experience.

3.3.8.2 At least three years experience in developing, revising, testing, and applying code to data base applications is required. Assistance in development of training materials and training of data base users may be required.

3.3.8.3 Knowledge of software programming, development, review, audit, testing, configuration management, requirements, and changes is required. Highly developed programming skills using Oracle, Solaris Operating System, Power Builder, CCC Harvest, and other software as identified is also required.

3.3.9 Computer Support Specialist.

3.3.9.1 A Certificate of Training in a two year Computer Maintenance curriculum from either a community college or Vocational Education School is required. An equivalent Certificate of Training from the Military will be acceptable.

3.3.9.2 At least three years of experience in maintaining hardware and software applications as applied to Local Area Network (LAN) and peripheral equipment support is required. Assistance in development of training materials and training of network users is also required.

3.3.9.3 Knowledge of LAN and E-MAIL hardware and software is required. Proficiency in programming skills using Netware, Zenworks, and other LAN applications software tools is required.

3.3.10 Engineering/Electronic Technician.

3.3.10.1 An Associate Degree in Electronics Technology or completion of equivalent technical courses in the Military Service or the FAA Academy is required.

3.3.10.2 At least three years experience in an engineering technical support position or electronic systems maintenance support position is required. Engineering technician experience includes working with engineers in prototype design development and testing. Electronic technician experience includes operating, installation, troubleshooting, and repair of electronic systems and equipment. Experience in writing and revising technical documentation for electronic and electro-mechanical systems and equipment is required.

3.3.10.3 Knowledge of maintenance and operation procedures of systems and equipment is required. Knowledge of data processors, software and firmware applications, and computer systems is desirable. Knowledge of NAS related systems and equipment is highly desirable. Tradeoffs between these requirements and other qualifications may be made after evaluation of applicants qualifications.

3.3.11 General Technician.

3.3.11.1 A high school education is required. A License or Certification exhibiting qualifying skills in a technical related trade or profession is highly desirable. A certificate of course completion from a Vocational Technical School, Military Service, Industry Training, or other of similar type is acceptable.

3.3.11.2 Past experience in performing maintenance and/or installation related activities on electrical and mechanical systems and equipment is required. General technician experience may include operation, installation, troubleshooting, and repair of electrical and mechanical operating systems and equipment. Facility plant or building maintenance experience may be acceptable. Experience in performing installation and maintenance activities from written documentation is required.

3.3.11.3 Knowledge of NAS facilities and related systems and equipment; operational procedures; and technical documentation is highly desirable.

3.3.12 Technical Editor/Writer:

3.3.12.1 An Associate Degree in Communications is required. A Bachelor of Arts degree is desirable.

3.3.12.2 At least three years experience in writing and editing technical documentation is required. Experience in writing and editing technical documentation on NAS equipment is highly desirable.

3.3.12.3 Knowledge of the FAA modification and documentation process and the FAA directive system is required.

3.3.13 Technical Draftsman/Illustrator:

3.3.13.1 A two year Associate Degree in Technical Design and Drafting is required.

3.3.13.2 A minimum of three years experience in Computer Aided Design and drafting and manual preparation of engineering drawings and technical illustrations is required.

3.3.13.3 Knowledge in FAA drafting procedures and processes is required.

3.3.14 Training Specialist:

3.3.14.1 Completion of training course(s) in instructional methods and course development from the FAA, Military, or private institutions is desirable but not required.

3.3.14.2 A minimum of three years experience in respective area of training support is required. Typical areas of support include but not limited to development of course material for a technical work environment, provide application of the principles, practices, and techniques of the occupation or subject matter, collect and record employee training data, record training data in FAA training Data Bases(s), other training support as required.

3.3.14.3 Knowledge of FAA and AOS-200 organizational training directives, methodology, and processes is required. Effective oral and written communication skills are required. Ability to use advanced level word processing and spreadsheet application software is required.

3.3.15 Administrative and Program Analyst:

3.3.15.1 A completion of two or more years of college courses in the specific area of work is desirable. As an example, an Associate in Accounting would be desirable in providing assistance to the AOS-200 fiscal team. Training in Word Processing and Spreadsheet Applications is required for all areas of Administrative/Program Analyst support.

3.3.15.2 A minimum of three years experience in respective areas of support is required. Typical areas of support include but not limited to: technical librarian, telecommunications support, physical space and property management, processing training and personnel actions, processing budget related activities, ordering and tracking of supplies and equipment, database and records management, and other administrative support duties as required.

3.3.15.3 Knowledge of FAA and AOS-200 administrative policies and procedures, and ability to use advanced word-processing and computerized spreadsheet applications is required. Knowledge of fiscal and budgeting processes is also required for program analyst position.

3.3.16 Word Processor:

3.3.16.1 A two year Associate Degree in Secretarial Sciences or Communications is desirable. Course completion in Microsoft Word or related word processing is required.

3.3.16.2 Three years experience in applying word processing software functions to prepare complex and detailed technical documents is required. Documents include tables, graphs, charts, and multiple columns. Word processing experience on NAS documentation is desirable.

3.3.16.3 Knowledge of word processing software applications and office practices needed to prepare complex technical documents from draft copy is required. Knowledge of NAS related Orders, Directives and administrative procedures is required.

3.3.17 Secretary:

3.3.17.1 A two year Associate Degree in Secretarial Sciences is desirable. Training in secretarial sciences, office administration, or related specialized training is required.

3.3.17.2 At least three years experience in providing secretarial services in an office environment is required. Skills should include maintenance of administrative and technical files, word processing, compose correspondence, prepare reports, maintain T&A records, schedule meetings, etc.

3.3.17.3 Knowledge of FAA administrative policies and procedures, and ability to use advanced word-processing and computerized spreadsheet applications is required.

3.3.18 Developmental Positions:

There may be cases where the Contractor finds it necessary to employ individuals that do not meet the full education and experience requirements. In those cases the Contractor may submit for FAA consideration a resume with justification and target position in advance of commitment. If approved, the incumbent to the target position shall be assigned to perform contract work under the appropriate developmental title. Upon meeting the required education and experience requirements the incumbent will be considered for appropriate grade level increases beyond the developmental level.

3.3.19 Waiver of requirements:

Some applicants may not meet the formal education requirements, but have demonstrated the ability to perform some or all of the work elements described in SECTION 2 - AREAS OF EFFORT in this PWS. These individuals have gained qualifying experience through previous work in the FAA Academy, field maintenance activities, and FAA engineering organizations. AOS-200 reserves the right to waive the formal education requirements for these individuals with qualifying experience.

3.4 CONTRACTOR STAFFING REQUIREMENTS:

3.4.1 General Information:

3.4.1.1 The staffing levels are incorporated into the contract primarily for proposal purposes. The staffing levels presented are best estimates for budgeting and workload projections. The contractor will be notified in writing of the authorized staffing level. Once notified of the staffing level, the contractor shall not unilaterally staff to a level maximum. The requiring organization will determine the number and type of position vacancies to be filled.

3.4.1.2 Contract funding and project initiation will not always begin and end on the requiring organizations budget year (FY), or the contract anniversary date. AOS-200 anticipates being either understaffed or over staffed on a particular position for periods of time without exceeding the total number of employees for the authorized staffing level in effect. For example staffing "Level B" may be authorized, but project requirements may dictate we have more engineering technicians than shown but less engineers and still remain within the "Level B" limit of 175 positions.

3.4.2 Staffing Levels:

The established position title and the estimated number for each position for all three levels of contract staffing are as shown:

POSITION TITLE	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
Contract Manager	1	1	1	1	1
Technical Manager	3	4	5	6	7
Elect/Electronic Engineer	40	63	75	84	95
Software Engineer	10	20	30	40	50
General Engineer	2	3	4	5	5
Meteorologist	5	6	7	8	8
Network Administrator	1	1	1	1	1
Data Base Administrator	2	2	2	3	4
Computer Systems Analyst	8	9	10	12	14
Computer Programmer	9	11	15	20	25
Computer Support Specialist	2	3	4	5	6
Engineering Technician	6	7	13	18	23
Electronics Technician	4	5	7	11	14
General Technician	3	6	10	14	18
Draftsman	2	2	3	3	4
Technical Editor	4	5	6	7	8
Technical Writer	3	3	4	5	5
Program Analyst	1	1	2	3	4
Administrative Analyst	14	16	17	18	20
Training Specialist	1	1	1	1	1
Word Processor Spec.	1	2	3	4	5
Secretary	3	4	5	6	7
Total	125	175	225	275	325

SECTION 4 - FACILITIES, SUPPLIES AND EQUIPMENT

4.1 FACILITIES:

4.1.1 Contractor Furnished Facilities:

The Contractor may be required to establish an Oklahoma City office to accomplish some of the requirements of this PWS. If established this office shall be conveniently located near the Mike Monroney Aeronautical Center. The facilities shall be consistent with the quality of office space normally utilized by Government agencies.

4.1.2 Government Furnished Facilities:

To the extent space is available, Contract personnel will be located at the Mike Monroney Aeronautical Center. The following services will be provided when the Contractor is located at MMAC.

- a. Facilities. The Government shall provide working space and furnishings for contract personnel consistent with facilities provided to government employees in that work area. The Contractor shall share responsibility for physical security and safety, along with government personnel.
- b. Utilities. Contract employees will be provided the same utilities as those provided FAA employees while located at the MMAC. The Contractor shall use Government furnished utilities in a prudent manner.
- c. Telecommunications. The Government shall furnish telecommunication service to the work area for official use only.
- d. Janitorial Services. The Government shall provide the same janitorial service to the Contractor as provided for MMAC.

4.2 GENERAL SUPPLIES AND EQUIPMENT:

4.2.1 Contractor Provided Supplies and Equipment:

4.2.1.1. In the case of a Contractor Office not located at MMAC, the Contractor shall provide office supplies and materials required in an engineering design office. Items such as paper tape, printer paper, magnetic tape and diskettes, and related materials associated with deliverable software shall be furnished by the Contractor.

4.2.2 Government Provided Supplies and Equipment:

4.2.2.1. For contract personnel located at the Mike Monroney Aeronautical Center, the Government shall provide basic supplies and materials normally available to Government employees. Some supplies and materials may be purchased by the Contractor. The cost of these supplies and materials shall be reimbursed to the Contractor as a direct cost.

4.2.2.2 Certain assigned projects may require special supplies, tools, or equipment. The Government may choose to provide these items or authorize the Contractor to buy them.

4.2.2.3. Request by the Contractor for reimbursement of supplies and equipment, utilized in performance of this PWS, will be submitted through the standard voucher method.

4.2.2.4 The Contractor will be granted use of the AOS-200 Test Equipment Lab, EPROM Lab, Computer Room, and requisite Program Support Facilities to perform the technical support required under this PWS. Use of the AOS-200 support facilities and equipment must be coordinated with the requiring organization.

4.2.2.5 Contract personnel may utilize the AOS-200 Technical Documentation Center for access to technical reference materials.

4.3 GOVERNMENT FURNISHED EQUIPMENT (GFE):

It is the intent of AOS-200 to place all contract employees on site at MMAC, and no GFE will be required. In the event adequate on-site space is not available, some GFE may need to be provided to the contractor. The type and amount will be determined at that time. GFE property transactions between the contractor and the FAA will be recorded on FAA Form(s) 4650-12. The FAA will provide required forms. The contractor shall follow the provisions in the AMS for GFE records and reporting.

SECTION 5 - REPORTING

5.1 MASTER PROJECT LIST:

The Contractor shall establish and maintain a Master List of project assignments. Typically the list will include the project number, project title, project status, employee name, and estimated completion date for all projects assigned. This schedule shall be kept current. A hard copy or electronic copy will be made available to the CO/COTR upon request.

5.2. COST SUMMARY:

The Contractor shall provide a cost summary of expenditures on each contract employee per voucher period. Cost summary to include cost to date (labor cost, materials costs, and travel cost), and estimated cost to complete (labor, material, and travel) the contract year or AOS-200 budget year on a per employee basis. Cost summary to be provided in Microsoft Excel, or whatever spreadsheet software is in use by AOS-200 at the current reporting time. This report will be kept current and provided to the AOS-200 Budget Office.

5.3 TIME UTILIZATION REPORT (TUR):

AOS-200 accounts for labor hours expended for each engineering project established. All government employees are required to complete a TUR each pay period. These labor hours are electronically entered into the AOS-200 TUR Database. All contract employees are required to fulfill the same labor hour accounting into the TUR Database.

5.4 ADHOC REPORTS:

Status reports are an integral function of the work effort outlined in the PWS. The contractor will be required to prepare and/or assist in the preparation of reports on an as needed basis. Typically the types of reports will include but not be limited to: trip reports, budget and acquisition, training, requests for assistance (ROA), staffing, configuration management, project status reports, white papers, fiscal property, documentation, briefing papers, etc.

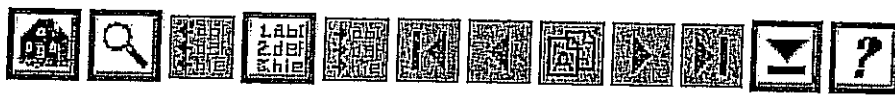
5.5 PROGRESS REVIEW:

On an as required basis, contract employees and management may be called on to provide progress reviews on project activities. Typical progress reviews will be an oral presentation to the branch manager or team lead. Contract management and employees may be asked to participate in more formal program reviews conducted by the division manager.

SECTION 6 - QUALITY

6.1 QUALITY CONTROL:

The Contractor is solely responsible for the quality products and services provided. The Contractor shall establish and maintain a quality control program for the furnishing of supplies and services. This program shall include a controlled plan of events integrating all necessary procedures, controls, inspections, and tests required to substantiate quality of service and product as stated in FAA-STD-013d, Quality Control Program Requirements. Any additional quality control processes or procedures if required will be identified in requisite task, sub-task, or engineering project requirements.



WAGE DETERMINATION NO: 94-2431 REV (19) AREA: OK, OKLAHOMA CITY

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Director

Wage Determinations

Wage Determination No.: 1994-2431 William W.
 Date Of Last Revision: 06/07/2002

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughe Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Wood

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.70
Accounting Clerk II	10.67
Accounting Clerk III	13.68
Accounting Clerk IV	18.28
Court Reporter	15.59
Dispatcher, Motor Vehicle	13.46
Document Preparation Clerk	11.00
Duplicating Machine Operator	10.00
Film/Tape Librarian	10.87
General Clerk I	9.11
General Clerk II	9.87
General Clerk III	12.50
General Clerk IV	18.00
Housing Referral Assistant	17.38
Key Entry Operator I	8.90
Key Entry Operator II	10.09
Messenger (Courier)	9.49
Order Clerk I	10.18
Order Clerk II	14.08
Personnel Assistant (Employment) I	11.59
Personnel Assistant (Employment) II	12.65
Personnel Assistant (Employment) III	14.34
Personnel Assistant (Employment) IV	16.63
Production Control Clerk	15.50
Rental Clerk	11.33
Scheduler, Maintenance	12.03
Secretary I	12.03
Secretary II	15.00
Secretary III	17.38
Secretary IV	19.54
Secretary V	20.69
Service Order Dispatcher	11.88
Stenographer I	10.12

Stenographer II	11.36
Supply Technician	19.54
Survey Worker (Interviewer)	13.25
Switchboard Operator-Receptionist	9.97
Test Examiner	15.00
Test Proctor	15.00
Travel Clerk I	9.94
Travel Clerk II	10.44
Travel Clerk III	10.93
Word Processor I	8.16
Word Processor II	9.77
Word Processor III	10.61
Automatic Data Processing Occupations	
Computer Data Librarian	8.07
Computer Operator I	9.92
Computer Operator II	12.21
Computer Operator III	16.37
Computer Operator IV	17.71
Computer Operator V	19.63
Computer Programmer I (1)	19.87
Computer Programmer II (1)	22.80
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.46
Computer Systems Analyst II (1)	26.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.12
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	15.47
Automotive Worker	14.08
Electrician, Automotive	16.35
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.98
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64
Food Preparation and Service Occupations	
Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	11.21
Waiter/Waitress	6.75
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86
General Services and Support Occupations	
Cleaner, Vehicles	8.06

Elevator Operator	7.98
Gardener	10.30
House Keeping Aid I	6.89
House Keeping Aid II	8.57
Janitor	8.22
Laborer, Grounds Maintenance	8.66
Maid or Houseman	6.89
Pest Controller	11.28
Refuse Collector	7.62
Tractor Operator	9.66
Window Cleaner	8.71
Health Occupations	
Dental Assistant	11.76
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	10.16
Licensed Practical Nurse II	11.42
Licensed Practical Nurse III	12.78
Medical Assistant	9.93
Medical Laboratory Technician	10.88
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.67
Nursing Assistant II	8.62
Nursing Assistant III	9.41
Nursing Assistant IV	10.55
Pharmacy Technician	12.19
Phlebotomist	11.42
Registered Nurse I	16.67
Registered Nurse II	20.39
Registered Nurse II, Specialist	20.39
Registered Nurse III	24.66
Registered Nurse III, Anesthetist	24.66
Registered Nurse IV	29.57
Information and Arts Occupations	
Audiovisual Librarian	16.49
Exhibits Specialist I	18.53
Exhibits Specialist II	20.67
Exhibits Specialist III	24.88
Illustrator I	17.00
Illustrator II	18.79
Illustrator III	23.46
Librarian	16.75
Library Technician	11.07
Photographer I	10.96
Photographer II	13.53
Photographer III	16.34
Photographer IV	20.40
Photographer V	23.41
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.03
Counter Attendant	7.03
Dry Cleaner	8.59
Finisher, Flatwork, Machine	7.03
Presser, Hand	7.03
Presser, Machine, Drycleaning	7.03
Presser, Machine, Shirts	7.03
Presser, Machine, Wearing Apparel, Laundry	7.03
Sewing Machine Operator	9.22
Tailor	9.84
Washer, Machine	7.69

Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.35
Tool and Die Maker	22.22
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	14.02
Material Coordinator	15.99
Material Expediter	15.99
Material Handling Laborer	10.95
Order Filler	11.74
Production Line Worker (Food Processing)	11.53
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	13.22
Store Worker I	10.94
Tools and Parts Attendant	11.53
Warehouse Specialist	11.53
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.18
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	16.45
Carpenter, Maintenance	14.95
Carpet Layer	14.08
Electrician, Maintenance	16.40
Electronics Technician, Maintenance I	14.31
Electronics Technician, Maintenance II	21.53
Electronics Technician, Maintenance III	24.15
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	17.20
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	16.82
Instrument Mechanic	17.02
Laborer	9.04
Locksmith	14.86
Machinery Maintenance Mechanic	16.70
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.98
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	18.00
Plumber, Maintenance	17.30
Pneudraulic Systems Mechanic	15.64
Rigger	16.14
Scale Mechanic	14.08
Sheet-Metal Worker, Maintenance	17.15
Small Engine Mechanic	14.08
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.93
Telephone Lineman	19.01

Welder, Combination, Maintenance	15.64
Well Driller	17.20
Woodcraft Worker	15.64
Woodworker	12.54
Miscellaneous Occupations	
Animal Caretaker	8.67
Carnival Equipment Operator	8.68
Carnival Equipment Repairer	9.26
Carnival Worker	6.74
Cashier	6.91
Desk Clerk	8.41
Embalmer	17.93
Lifeguard	9.42
Mortician	18.23
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
Recreation Specialist	11.65
Recycling Worker	8.64
Sales Clerk	9.52
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	9.42
Survey Party Chief (Chief of Party)	17.85
Surveying Aide	10.03
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.39
Swimming Pool Operator	11.44
Vending Machine Attendant	9.50
Vending Machine Repairer	11.44
Vending Machine Repairer Helper	9.24
Personal Needs Occupations	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	7.02
Homemaker	15.64
Plant and System Operation Occupations	
Boiler Tender	18.49
Sewage Plant Operator	15.27
Stationary Engineer	19.78
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
Protective Service Occupations	
Alarm Monitor	11.01
Corrections Officer	17.42
Court Security Officer	17.42
Detention Officer	17.42
Firefighter	16.63
Guard I	9.15
Guard II	13.43
Police Officer	18.21
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.79
Hatch Tender	13.82
Line Handler	13.82
Stevedore I	14.94
Stevedore II	16.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.05
Archeological Technician II	16.90

Archeological Technician III	20.92
Cartographic Technician	19.12
Civil Engineering Technician	18.18
Computer Based Training (CBT) Specialist/Instructor	25.02
Drafter I	12.17
Drafter II	14.05
Drafter III	18.53
Drafter IV	21.63
Engineering Technician I	14.93
Engineering Technician II	18.70
Engineering Technician III	20.55
Engineering Technician IV	26.62
Engineering Technician V	30.72
Engineering Technician VI	35.25
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	13.45
Mathematical Technician	20.68
Paralegal/Legal Assistant I	13.76
Paralegal/Legal Assistant II	17.93
Paralegal/Legal Assistant III	21.93
Paralegal/Legal Assistant IV	26.54
Photooptics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.49
Weather Observer, Senior (3)	20.13
Weather Observer, Upper Air (3)	17.49
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.40
Parking and Lot Attendant	8.00
Shuttle Bus Driver	11.10
Taxi Driver	9.49
Truckdriver, Heavy Truck	15.40
Truckdriver, Light Truck	11.10
Truckdriver, Medium Truck	12.54
Truckdriver, Tractor-Trailer	15.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 10 years, and 4 after 15 years. Length of service includes the whole sp continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther Ki Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitu any of the named holidays another day off with pay in accordance with a plan communi to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, o professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, a pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives incendiary materials. All operations involving regrading and cleaning of artillery.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employee possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arm ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differentials.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work on such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties required are not performed by a classification already listed in the wage determination. Remember it is not the job title, but the required tasks that determine whether a class is in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.



MIKE MONRONEY AERONAUTICAL CENTER COST PLUS AWARD FEE GUIDE

1. PURPOSE

This cost plus award fee (CPAF) guide is published to indicate the CPAF process. It should serve as an aid to Performance Evaluation Boards and other evaluators who are intimately involved in the monitoring and reporting process. Specifically, this guide will serve the following purposes:

- a. It provides a consistent approach to the evaluation of CPAF support contracts at the Mike Monroney Aeronautical Center (MMAC).
- b. It provides guidance for the negotiation of award fee provisions in CPAF contracts.
- c. It will save time in the establishment of evaluation criteria by the Performance Evaluation Board and in developing procedures and organization.
- d. It can serve as a Performance Evaluation Plan.
- e. It can serve as a source document for process information within the Government as well as to the general public.

2. ORGANIZATION

An organizational structure will be established for the evaluation of each CPAF contractor's performance. It will include a Performance Evaluation Board (PEB), a Fee Determination Official (FDO), a Responsible Official, a Contracting Officer, Business and Technical Evaluation Coordinators, and Monitors. Functions are detailed hereinafter.

3. EVALUATION CONCEPT

- a. The evaluation process contemplates: (1) Informal periodic evaluations and discussions with the contractor at the Business and Technical Evaluation Coordinator level; (2) periodic (usually monthly) summaries with representatives of the Corporate Office; and (3) periodic (quarterly or semiannually) formal evaluations and award fee recommendations by the PEB.
- b. Each contract will be evaluated in four major areas: (1) Performance of Work; (2) Project Management; (3) Business Management; and (4) Cost Control. Enclosure one is a list of suggested evaluation criteria. This list is not binding on PEBs; it provides a baseline, or point of departure, for the establishment of criteria which should be defined by each PEB in terms applicable to the pertinent contract.

- c. Performance Evaluation Boards will assign weight to the three major areas. Performance will be evaluated as indicated in Table 1. A performance adjective grade of "good" corresponds to what is normally expected of a contractor. It is the "standard" from which other grades originate. Other grades correspond to deviations from the standard in the directions of either better or worse performance.
- d. Most criteria by their nature, must be evaluated subjectively (by specific adjective rating). However, the four criteria applying to "Performance of Work" (i.e., timeliness, quality, manpower utilization, and materials utilization) and "Cost Control" lend themselves to objective (quantitative) evaluation through formulas.
- e. Business and Technical Evaluation Coordinators will be responsible for the administration of the business and technical aspects of evaluation. They will collect and compile data from monitors in their respective areas and transform it into formats suitable for periodic discussions with the contractor and periodic reports and presentations to the PEB.
- f. The PEB will consider material presented and reported by evaluation coordinators. It will make such adjustments as it deems appropriate and recommend an award fee to the FDO who will make the formal award.

4. GRADING AND SCORING METHODS

- a. The purpose of any grading or scoring method is to translate evaluation findings into recommended award fee amounts or ranges. While these methods provide a basis for the development of award fee recommendations, they do not substitute for judgment in the award fee determination process; a process that cannot be reduced to any mathematical formula or quantifying device. Grading and scoring methods are intended only to help the FDO in deciding the magnitude of award fee earned; they are evaluation aids, not ends in themselves. Some general considerations in the development of a grading and scoring methodology are as follows:
 - (1) Keep it as clear and simple as possible. In particular, avoid the kind of unnecessary complexity that can result from a force fitting of specially tailored evaluation factors to a "standard" grading table or scoring formula.
 - (2) Maximum fee should be attainable by the contractor. To be a credible and effective motivator, an award fee contract should provide the contractor with a reasonable opportunity to earn the maximum award fee available. A reasonable opportunity generally does not mean absolute perfection in all possible performance areas.
 - (3) At the same time, performance normally should not be rewarded if judged at or below the level anticipated in the establishment of the base fee amount.

- b. A grading table is a quantifying device for assigning numerical grades to various levels of performance. An award fee conversion chart also is a quantifying device, designed to convert numerical grades to percentages of available award fee. Table 1 is an example of a grading table. Table 2 is an example of a related award fee conversion chart.

5. SUGGESTED PROCEDURE

- a. The PEB will -
- (1) Assign relative importance weights to "Performance of Work," "Project Management," and "Business Management." These weights, should be classified "Sensitive" and should not be divulged to the contractor.
 - (2) Request Coordinators, working with Monitors, to prepare evaluation plans. Each Coordinator and Monitor should use a total of 100 points as illustrated in Table 1.
 - (3) The PEB should encourage the use of meaningful quantitative evaluation techniques such as charts, formulas, and statistical samplings.
- b. The Contracting Officer and Business Evaluation Coordinator will -
- (1) Prepare a business evaluation plan in which the evaluation factors should be defined.
 - (2) Assign weights to subdivisions of Business Management. These weights are subject to the review and approval of the PEB.
- c. The Responsible Official and Technical Evaluation Coordinator will -
- (1) Prepare a technical evaluation plan in which subdivision of "Performance of Work and "Project Management" are defined.
 - (2) Assign weights to subdivisions of the technical areas. These weights are subject to the review and approval of the PEB.
- d. The PEB will -
- (1) Review the technical evaluation plan, the business evaluation plan, and the proposed weight assignments to subdivisions of the major evaluation factors.
 - (2) Issue the Performance Evaluation Plan. This plan will include the technical evaluation and business evaluation segments supplemented by operating procedures of the PEB.
 - (3) Notify the contractor, through the Contracting Officer, of the evaluation criteria to be used by the PEB. Relative weights of the evaluation factors should not be revealed to the contractor.

e. Monitors will -

- (1) Prepare periodic reports (see Enclosure 2 for a suggested format) showing for each assigned criteria, an "adjective rating" and "remarks" indicating strong or weak points in performance.
- (2) Prepare similar reports periodically (as indicated by the PEB e.g., quarterly or semiannually) covering the evaluation period in question.
- (3) Submit reports to the Evaluation Coordinators.

f. Evaluation Coordinators will -

- (1) Receive Monitor's reports.
- (2) Compile data into work sheets. Table 1 "Grading Table" will be an aid in computations.
- (3) Periodically discuss progress with the contractor (as directed by the PEB) indicating the evaluation, including strong and weak points.
- (4) Prepare and submit (as directed by the PEB) periodic presentations and written reports to the PEB for its use in formally evaluating the contractor's performance and recommending award fees to the FDO.

g. The PEB will -

- (1) Consider the reports and presentations submitted by the Evaluation Coordinators.
- (2) At the PEB's discretion, invite the contractor to present a brief performance self-analysis to the PEB for consideration.
- (3) Make such adjustments to the Coordinator's findings as are deemed appropriate.
- (4) Notify the contractor of the PEB's evaluation and of a time at which the PEB will consider additional material, if any, to be submitted by the contractor.
- (5) Consider such additional material as may be submitted by the contractor.
- (6) Compute the award fee to be recommended.
- (7) Prepare an award fee "Findings and Determination" for the signature of the FDO (See Enclosure 3 for a format).
- (8) Submit (by Chairperson) the Findings and Determination to the FDO.

h. The FDO will -

Accept or modify and execute the award fee Findings and Determination.

i. The PEB will -

- (1) Transmit the award fee Findings and Determination to the Contracting Officer for distribution and appropriate contractual action.
- (2) Transmit all official records of its proceedings, including Evaluation Coordinator Reports, to the Contracting Officer for storage on final completion of the contract.

j. The Contracting Officer will -

- (1) Take appropriate contractual action.
- (2) Transmit a notice of fee award to the contractor.
- (3) Distribute award information to other interested organizational elements.
- (4) Store official records of the PEB's proceedings after final contract completion.

k. Improvements in communication have resulted from the day-to-day monitoring and the periodic evaluations at the various levels. Enclosure 4 depicts the various formal channels open for such communication.

TABLE 1

GRADING TABLE

Adjective Performance Grade	Description	Range of Performance Points
Superior	The contractor's performance exceeds standard. by a substantial margin. The monitor can cite few areas for improvement, all of which are minor.	96 - 100
Excellent	The contractor's performance exceeds standard. Although there may be several areas for improvement, these are more than offset by better performance in other areas.	86 - 95
Good	The contractor's performance is standard. Areas for improvement are approximately offset by better performance in other areas.	76 - 85
Fair	The contractor's performance is less than standard. Although there are areas of good-or-better performance, these are more than offset by lower rated performance in other areas.	66 - 75
Poor	The contractor's performance is less than standard by a substantial margin. The monitor can cite many areas for improvement which are not offset by better performance in other areas. Less satisfactory performance would be unacceptable.	60 - 65
Unsatisfactory*	The contractor's performance is below minimum acceptable standards. Results are inadequate and requires prompt remedial action. Significant deficiencies.	Below 60

*Any factor/subfactor receiving a grade of unsatisfactory will be assigned zero performance points for purposes of calculating the award fee amount.

TABLE 2

AWARD FEE CONVERSION CHART

This chart is for use in converting weighted performance points into percentage of the available award fee pool.

<u>Weighted Performance Points</u>		<u>Percentage of Available Award Fee</u>
	100	100.0 Percent
Superior	99	100.0
	98	100.0
	97	100.0
	96	100.0
	95	97.5
Excellent	94	95.0
	93	92.5
	92	90.0
	91	87.5
	90	85.0
	89	82.5
	88	80.0
	87	77.5
	86	75.0
	85	72.5
Good	84	70.0
	83	67.5
	82	65.0
	81	62.5
	80	60.0
	79	57.5
	78	55.0
	77	52.5
	76	50.0
	75	47.5
Fair	74	45.0
	73	42.5
	72	40.0
	71	37.5
	70	35.0
	69	32.5
	68	30.0
	67	27.5
	66	25.0
	65	22.5
Poor	64	20.0
	63	17.5
	62	15.0
	61	12.5
	60	10.0
Unsatisfactory	Below 60	0.0

EVALUATION CRITERIA

1. PERFORMANCE OF WORK
 - a. Timeliness/Responsiveness
 - b. Quality of Work produced
 - c. Manpower utilization
 - d. Materials utilization
2. PROJECT MANAGEMENT
 - a. Management performance
 - b. Staffing
 - c. Subcontractor utilization and management
3. BUSINESS MANAGEMENT
 - a. Business operations
 - (1) Overall management
 - (2) Property control
 - (3) Reports and procedures
 - (4) Contract compliance
 - (5) Security
 - b. Procurement
 - (1) Purchasing and subcontracting
 - (2) Acquisition Preference Program
 - c. Personnel
 - (1) Personnel administration
 - (2) Labor relations
 - (3) Equal employment opportunity
4. COST CONTROL

The contractor's control of cost is important and will be evaluated and reported to the Performance Evaluation Board. Rating in this area will not be assigned relative importance weights as in the other three areas but will cause an adjustment (increase and decrease) in the rating derived from the other areas.

Enclosure 2

CPAF SUPPORT CONTRACT
MONITOR'S REPORT

Contract: _____ Monitor's Name: _____

Date: _____

CRITERIA	WEIGHT	ADJECTIVE GRADE	REMARKS
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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER

AWARD FEE FINDINGS AND DETERMINATION

FINDINGS

Contract (state contract number) with (state name of contractor) is a cost-plus-award-fee (CPAF) type contract for (describe services performed). The contract established the maximum (state evaluation period) award fee of \$(state maximum available fee for the period).

Evaluation of the contractor's performance for the period (state start date) through (state ending date) has been completed and forwarded to the Performance Evaluation Board for review. Using the CPAF guide established in the contract, the Business and Technical Evaluation Coordinators have recommended a grade of (state adjective grade with corresponding numeral) and an award fee in the amount of \$(enter recommended amount).

The Performance Evaluation Board has reviewed the evaluation submitted by the Business and Technical Evaluation Coordinators and recommends an award fee in the amount of \$ _____ to be awarded the contractor for the period stated above.

Chairperson, Performance Evaluation Board

Date

DETERMINATION

Based on the above findings, I hereby determine the contractor is entitled to an award fee in the amount of \$ _____ for the stated period.

Fee Determination Official

Date

ATTACHMENT 4
SCREENING STANDARDS-CONTRACTOR

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

H.24 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262

ATTACHMENT 5

*ADJUDICATIVE STANDARDS: ISSUES
CLA 1262 (JUL 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. Issues related to use or possession of intoxicants:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. Issues related to illegal use/possession of controlled substances or marijuana:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. Issues related to financial responsibility:
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. Issues related to immoral conduct:
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. Issues related to honesty:
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. Issues related to disruptive or violent behavior:
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. Issues related to termination or forced resignation:
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. Issues related to firearms/weapons:
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. Miscellaneous issues:
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.